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UMASS/AMHERST
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MICHAEL S. DUKAKIS
GOVERNOR

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Commonwealth of Massachusetts
Executive Office of Consumer Affairs and Business Regulation
One Ashburton Place
Boston, Massachusetts 02108

Used Vehicle Warranty Program
(617) 727-5095

USED VEHICLE REQUEST FOR ARBITRATION INSTRUCTION SHEET

- PLEASE READ AND OBSERVE THE FOLLOWING INSTRUCTIONS. AN INCOMPLETE OR UNREADABLE FORM MAY BE DENIED. IF ACCEPTED, A COPY OF YOUR REQUEST FOR ARBITRATION WILL BE SENT TO THE DEALER AND THE ARBITRATOR BEFORE YOUR HEARING.
- FILL OUT THIS FORM COMPLETELY AND LEGIBLY. USE THE CHECKLIST ON THE LAST PAGE OF THE APPLICATION TO BE SURE YOU HAVE INCLUDED FOUR COPIES OF ALL THE NECESSARY DOCUMENTS. MAKE A COPY FOR YOUR RECORDS, TOO.
- YOUR APPLICATION FOR ARBITRATION MUST BE RECEIVED BY THIS OFFICE **WITHIN 6 MONTHS OF ORIGINAL DELIVERY OF THE VEHICLE TO YOU.**
- DO NOT INCLUDE ORIGINALS OR YOUR ONLY COPY OF ANY DOCUMENTS.

****
NOTICE: THE REQUEST FOR ARBITRATION FORM AND ITS ATTACHMENTS ARE PUBLIC RECORDS.
****

QUALIFICATIONS FOR ARBITRATION

NOTE: IF YOU PURCHASED YOUR VEHICLE FROM A PRIVATE PARTY AND NOT A DEALER, STOP HERE. YOU ARE NOT ENTITLED TO AN ARBITRATION HEARING UNDER THIS LAW.

USED VEHICLE ARBITRATION IS NOT FOR EVERYONE. Many people have problems with used vehicles, but not all used vehicle problems are covered by the Used Vehicle Warranty Law. A request for arbitration is not the same as simply filing a complaint. For a detailed explanation of what the law covers, refer to our pamphlet on the Used Vehicle Warranty Law. If you have an arbitration hearing, you will have to prove all elements of the Used Vehicle Warranty Law have been met, including the following:

1. **IMPAIRMENT:** The law only covers defects that impair the use or safety of the vehicle. You will have to produce evidence as to exactly how the use or safety is impaired.

2. **REPAIR ATTEMPTS:** You must also show that you gave the dealer the number of repair attempts required by the law to fix the use or safety defect(s). This is defined as either:
   a. three or more repair attempts for the same defect, OR
   b. being out of service by reason of repair of any use or safety defect or combination of defects for at least 11 business days.

3. **WARRANTY:** The law only covers problems which occur during the dealer warranty. The three repairs or 11 business days must have happened during the dealer warranty period.

892/293

STATE-RUN ARBITRATION

If these conditions have been met, and your vehicle is still impaired, you can apply for a state-run arbitration hearing under the Used Vehicle Warranty Law. An impartial arbitrator reviews the facts presented by you and the dealer and decides if your vehicle qualifies under the Used Vehicle Warranty Law for a refund. Arbitration results in an "all or nothing" decision. If an arbitrator decides you meet the Law's requirements, you will get a refund. If an arbitrator decides you failed to meet the Law's requirements or failed to prove your case, you will get nothing through this process, although you may have rights under other laws.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE REQUEST FOR ARBITRATION FORM

Section I

--Fill out this section completely.

Section II

--The Vehicle Identification Number (VIN) is a long serial number found on your purchase contract, title, or registration. It is NOT your social security number or your license plate number.

--The date of actual delivery to you is the date you took the vehicle out of the showroom or off the car lot. You must state the month, day, and year. Attach a copy of your purchase contract.

--A "demonstrator" is a vehicle that is used for test drive purposes by prospective buyers at new car dealerships. An "executive" vehicle is one that was used by an employee or agent of the manufacturer or new car dealership. Both of these models usually have low mileage (less than 10,000 miles) when they are sold to the consumer. If your vehicle is a "demonstrator" or "executive" model, contact the dealer to find out the original in-service date; that is, the date the dealer or manufacturer first started driving the vehicle. Request written documentation from the dealer for your hearing.

Section III

--In question # 2, to show that the vehicle cost $700 or more include: the amount paid for the vehicle, the value of any trade-in vehicle, any overallowance on the trade-in, cost of any options purchased from dealer, cost of preparing vehicle for purchase and delivery, and any other service charges made by the dealer in connection with the sale or delivery of the vehicle. You will need to show written receipts proving these costs. DO NOT INCLUDE sales tax, excise tax, finance charges, registration fees, extended warranties, or motor vehicle insurance.

--If you answered "yes" to # 6, please enclose a written explanation.

--In question # 8, the "manufacturer's warranty" is a warranty given by the company that produces the vehicle (i.e., Ford, General Motors, etc.) and is not the same as the Mass. Limited Used Vehicle Warranty given out by dealers. If you were issued a manufacturer's warranty at the time of sale, your repairs must be completed under that warranty first and not by the dealer's Used Vehicle Warranty if the dealer so requires.

Section IV

--Be sure to group all the same defects or symptoms together, and separate them from other defects. Even if you had several different defects repaired at the same time, list each separately following the example in Section IV.

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http://archive.org/details/usedvehiclereque00mass

Section V

--In this section, follow the instructions in each question.

PART A

--In question # 4, explain how the defect(s) interferes with your use of the vehicle and/or how the defect(s) creates or has the potential to create a safety problem to passengers or to property. USE AN ADDITIONAL SHEET OF PAPER IF NECESSARY.

PART B

--Answer question # 3 only if the dealer provided you with written receipts showing the dates he ordered and received parts to repair the vehicle.

Section VI

--This section is used to estimate the amount of any refund due. Every line represents a different cost, expense, or allowance. Do not include the same cost in more than one line. Be sure to bring receipts or written verification for all additional expenses to your hearing. Please note that dealers are NOT required under the Used Vehicle Warranty Law to refund sales tax, excise tax, lawyer's fees, lost wages, or other costs not directly related to the defect.

SECTION VI, PART A

#1) "Purchase Price" is the price of the vehicle not including the amount you received for the trade-in vehicle.

EXAMPLE:

	$6000	Price of the vehicle
–	$1000	Trade-in amount
	$5000	PURCHASE PRICE

#3) "Finance charges paid" means the amount of **INTEREST ONLY PAID** on your vehicle loan to date. You can obtain this information by contacting your bank or finance company.

#5) If you were not reimbursed for towing charges brought about by a defect covered under warranty, include those towing costs, of up to 30 miles per tow, on line 5.

#6) If the dealer did not give you a "loaner" vehicle when your vehicle was being fixed, list the amount that you spent on alternate transportation (i.e., rental car costs, cab fare), of no more than $15 per day, beginning on the third day after each repair or breakdown. Generally, you can only be reimbursed for written documented costs.

#8) If you paid the dealer any amount towards repairing the vehicle under warranty (e.g., the $100 deductible) list those payments.

SECTION VI, PART B

#10) If you accepted a settlement or a partial settlement from the dealer list the amount.

#11) "Use Allowance" is based on the number of miles driven up to the day you actually return the vehicle to the dealer but does not include any miles that the dealer may have put on during a repair attempt (i.e., dealer test driving the vehicle during repairs). The dealer may deduct $.15 (fifteen cents) per mile for a use allowance for every mile you have driven. Please keep in mind that the use allowance you calculate is only an estimate.

#12) Sometimes when you trade in a vehicle there are two parts to the trade-in amount. One is the actual cash value of the trade-in and the other is known as the "Overallowance" or "Dealer Discount". An overallowance or discount is the difference between the trade-in amount and the actual cash value of the trade-in vehicle. For example, the dealer may list the trade-in amount as $2000 but the trade-in vehicle is worth only $1500. In this case, $500 of the trade-in amount is an overallowance.

EXAMPLE:

Trade-in amount	$2000
- Actual cash value	$1500
Overallowance/discount	$500

The overallowance/discount will be deducted from your refund ONLY if the dealer listed the amount of the overallowance clearly and separately on your purchase contract, bill of sale or other written receipt.

SECTION VI, PART C

#13) List the total amount of your property damage liability, collision, and comprehensive insurance costs. However, please be aware that you will only be reimbursed for the "pro-rated cost of property damage liability, collision and comprehensive insurance". Pro-rated cost means you will be reimbursed for the amount that you have paid toward those three specific coverages only. In addition, you will NOT be reimbursed for other insurance coverage that you may have on the vehicle such as bodily injury to others, personal injury protection, towing, etc. Please note that you will not be getting back the full compulsory coverage on your insurance policy. You will only be reimbursed for the property damage liability part of the compulsory coverage.

#14) "Credit Life, Credit Accident, and Health Insurance" refers to an insurance policy that you may have taken out on your vehicle loan in case of death, disability, etc. It is not your personal health insurance (i.e., Blue Cross-Blue Shield, Bay State, etc.). Fill in the full amount of the policy but be aware that you will only be reimbursed for the payments made so far to date for this insurance policy.

#15) List the full amount of any service contracts or extended warranties you may have purchased. However, please be aware that you will only be reimbursed for the portion you have paid toward that service contract to date. The unused portion, if any, will be reimbursed by the company that issued the service contract. If you paid for the service contract or extended warranty in full when you purchased the vehicle, the dealer will reimburse you for the portion used while you owned the vehicle and the service contract company will reimburse you for the unused portion of the contract or warranty.

SECTION VII

--If this is not your first request for state-run arbitration for this vehicle, explain how your situation has significantly changed since the first hearing.

SECTION VIII

--This is an optional section. If you wish, on a separate sheet of paper, you may include an explanation of your experience with the vehicle. List the repair attempts, by the dates that they occurred, and include what was fixed and what was not each time.

SECTION IX

--Sign the form and return it to the address indicated on the form.

3/31/89

REQUEST FOR ARBITRATION
MASSACHUSETTS USED VEHICLE ARBITRATION PROGRAM
EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION
ONE ASHBURTON PLACE, ROOM 1411, BOSTON, MA 02108
617-727-5095

FILL OUT ACCORDING TO INSTRUCTIONS. FAILURE TO COMPLETE THIS REQUEST FORM FULLY AND CORRECTLY CAN RESULT IN THE DENIAL OR DELAY OF YOUR ACCEPTANCE. ALL INCOMPLETE FORMS WILL BE RETURNED. KEEP A COPY OF THIS FILLED OUT FORM FOR YOUR RECORDS.

SECTION I TYPE OR PRINT CLEARLY ACCORDING TO INSTRUCTION SHEET.

CONSUMER ____________________

ADDRESS ____________________

CITY ____________ STATE ______ ZIP ______

HOME TELEPHONE (   ) ____________ WORK TELE. (   ) ____________

FOR OFFICE USE ONLY

- # ______
- Rec ______
- Acc ______
- Inc ______
- Rej ______
- W/D ______
- Acc2 ______
- AAA Mail ______

SECTION II

DEALER ____________________

ADDRESS ____________ PHONE (   ) ______

CITY ____________ STATE ______ ZIP ______

VEHICLE MANUFACTURER ______ MODEL ______ MODEL YEAR ______

TYPE OF VEHICLE (CHECK ONE): ____CAR ____TRUCK ____VAN ____MOTORCYCLE

VEHICLE I.D. NUMBER(VIN) / / / / / / / / / / / / / / / / / PURCHASE DATE ______

STATE OF REGISTRATION ______ LICENSE PLATE NUMBER ______

DATE OF ACTUAL DELIVERY TO YOU ______ MILEAGE AT TIME OF DELIVERY ______

MILEAGE READING NOW ______ WAS THIS VEHICLE A DEMONSTRATOR? ____YES ____NO

IF DEMONSTRATOR: Date originally put into service by dealer/manufacturer ______

SECTION III

1. PRIMARY VEHICLE USE: ____Personal use ____Business use
2. DID YOU PAY $700 OR MORE FOR THIS VEHICLE? (see instructions)..........Yes____ No____
3. ARE YOU LEASING THIS VEHICLE?..........Yes____ No____
4. IS THE VEHICLE AN AUTOHOME OR BUILT PRIMARILY FOR OFF-ROAD USE?..........Yes____ No____
5. DO YOU STILL OWN THE VEHICLE?..........Yes____ No____
6. IS ANY DEFECT YOU ARE COMPLAINING ABOUT THE RESULT OF DAMAGE CAUSED BY: your negligence, abuse, accident, attempts to repair the vehicle by other than the dealer, dealer's agent or manufacturer, or attempts to modify the vehicle?......Yes____ No____
7. DID YOU RECEIVE A WRITTEN COPY OF THE REQUIRED 30, 60 OR 90 DAY MASSACHUSETTS LIMITED USED VEHICLE WARRANTY FROM THE DEALER? (If yes, send copy)......Yes____ No____
8. DID YOU RECEIVE A COPY OF THE MANUFACTURER'S WARRANTY FOR THIS VEHICLE? (see instructions)..........Yes____ No____
9. HAVE YOU REJECTED ANY REFUND OFFER MADE BY THE DEALER?..........Yes____ No____

   9a. If yes, attach a copy of the offer and explain below why you rejected it:

   ____

   ____

SECTION IV: SEE INSTRUCTIONS. NOTE: WORK ORDERS DO NOT SUBSTITUTE FOR THIS SECTION.

List below only those defects that the dealer attempted to repair which impair the use or safety of your vehicle. List all repair attempts under warranty only. Use an estimate if dates or mileage readings are unknown. Do not write a paragraph of an explanation of the problem on the lines below.

LIST ALL ATTEMPTS TO REPAIR THE SAME DEFECT OR SYMPTOM TOGETHER AS SHOWN IN THIS EXAMPLE.

DEFECT OR SYMPTOM	DATE IN	DATE OUT	NUMBER OF COUNTABLE BUSINESS DAYS	MILEAGE IN
EXAMPLE:				
ENGINE SEIZES	March 3, 86	March 6, 86	4	53,879
ENGINE SEIZES	April 9, 86	April 9, 86	1	54,188
ENGINE SEIZES	May 1, 86	May 2, 86	2	54,345
BRAKES FAIL	March 3, 86	March 6, 86	4	53,879
BRAKES FAIL	May 1, 86	May 2, 86	2	54,345

(ATTACH ADDITIONAL SHEETS IF NECESSARY.)

1. Were any of the repair attempts listed above covered by the manufacturer's warranty (the company that produced the vehicle, i.e., Ford, General Motors, etc.) and not by the dealer? 1. Yes_____ No_____

(PART A continued...)

3. What defects listed in question # 2 continued to exist or recurred after the third repair attempt? ______________________________

____

____

4. Explain exactly how each defect impairs your use and/or safety of the vehicle.
USE: ______________________________

____

SAFETY: ______________________________

____

PART B: BUSINESS DAYS IN THE SHOP

1. What was the total # of business days your vehicle was out of service for warranty repairs by the dealer? (Do not count Saturdays, Sundays, holidays, or days the vehicle was being repaired under the manufacturer's warranty; but do count part of a day as a full day.) 1.__________

ANSWER QUESTION 2 ONLY IF THE DEALER HAS REFUSED TO REPAIR THE VEHICLE. OTHERWISE SKIP TO QUESTION 3.

2.a. When did you first contact the dealer to request your repairs? 2a.__________

2b. How did you first notify the dealer? (check one)
______ In person with the vehicle to be repaired
______ In person without the vehicle
______ By phone
______ By letter

2c. Did the dealer accept the vehicle for repairs? (If NO, go to question # 3.) 2c. Yes____No____

2d. When did he finally take the vehicle for repairs? 2d.__________

ANSWER QUESTION 3 ONLY IF THE DEALER PROVIDED YOU WITH WRITTEN DOCUMENTATION OF THE DATES HE ORDERED AND RECEIVED PARTS FOR THIS REPAIR. IF NOT, LINE # 1 IN PART B IS YOUR BUSINESS DAYS IN THE SHOP TOTAL; CIRCLE IT AND GO TO SECTION VI.

3.a. Please indicate on the lines below the dates the dealer ordered any parts for repair of the vehicle:

Date Ordered	Date Received	# of Business Days
EXAMPLE: 3/6/89	3/9/89	3 BUSINESS DAYS, NOT 4

3b. What is the total number of business days in 3a? (DO NOT COUNT THE "DATE RECEIVED" IN THE BUSINESS DAY TOTAL ON LINE 3b. SEE EXAMPLE IN 3a.) 3b.__________

3c. Subtract line 3b (business days of parts ordered) from line 1 (total business days out of service) and this is the number of business days the vehicle was out of service that you can count toward the 11 business day refund requirement. 3c.__________

SECTION V: WARRANTY EXPIRATION

1.a. What was the date you received your dealer warranty? If you did not receive a dealer warranty write in N/A and go to instructions for Parts A and B below. 1a.________

1b. Add the following number of calendar days to the date on line 1a and write this new date on line 1b:

______If you have a 30 day warranty, add 29 days
______If you have a 60 day warranty, add 59 days
______If you have a 90 day warranty, add 89 days 1b.________

1c. What was the odometer/mileage reading when you bought the vehicle? 1c.________

1d. Add the following number of miles to the mileage on line 1c and write this new number on line 1d:

______If you have a 30 day warranty, add 1250 miles
______If you have a 60 day warranty, add 2500 miles
______If you have a 90 day warranty, add 3750 miles 1d.________

1e. On what date did you reach the mileage on line 1d? Estimate date if unknown. If you have not reached the mileage on line 1d please write N/A on line 1e. 1e.________

1f. Compare the date on lines 1b and 1e and write down the earliest date. If you answered N/A on line 1e, write in the date from line 1b. 1f.________

1g. What was the total number of calendar days before the date on line 1f, your vehicle was in the repair shop for dealer warranty repairs? (Count part of a day as a full day.) 1g.________

1h. Add the number of days on line 1g to the date on line 1f to give you your extended warranty expiration date. 1h.________

****

INSTRUCTIONS FOR PARTS A & B

IF YOU HAD BOTH AT LEAST 3 REPAIR ATTEMPTS FOR THE SAME DEFECT AND AT LEAST 11 BUSINESS DAYS OUT OF SERVICE, PLEASE COMPLETE BOTH PART A & B.

A. IF YOU HAD AT LEAST 3 REPAIR ATTEMPTS BY THE DEALER FOR THE SAME DEFECT WITHIN YOUR WARRANTY PERIOD, PLEASE COMPLETE PART A.

B. IF YOUR VEHICLE HAS BEEN OUT OF SERVICE BY REASON OF REPAIR FOR 11 OR MORE BUSINESS DAYS WITHIN THE WARRANTY PERIOD; OR IF THE DEALER REFUSED REPAIRS; OR IF THE DEALER ORDERED PARTS DURING THE REPAIR, PLEASE COMPLETE PART B.

****

PART A: THREE REPAIR ATTEMPTS

1. Did the 2nd or 3rd repair attempt for the same defect occur later than the date on line 1h? 1. Yes____ No____

2. List every defect that was repaired at least three times by the dealer.

____

____

____

____

SECTION VI   PLEASE REFER TO THE INSTRUCTIONS FOR THIS SECTION. NOTE: THIS IS ONLY AN ESTIMATE OF THE REPURCHASE AMOUNT. IF THE CASE IS DECIDED IN YOUR FAVOR, AN ARBITRATOR MAY CALCULATE A REFUND AMOUNT THAT DIFFERS FROM YOUR CALCULATION.

ESTIMATED REPURCHASE PRICE: **YOU MUST ATTACH RECEIPTS FOR THESE COSTS. ROUND OFF AMOUNTS TO THE NEAREST DOLLAR.**

1) Purchase Price (See Instructions).. ____________

2) Trade-In amount...+ ____________

3) Finance Charges paid as of __________ (date)..........................+ ____________

4) Registration Fees...+ ____________

5) Unreimbursed reasonable towing costs (up to 30 miles per tow)..........+ ____________

6) Unreimbursed reasonable alternate transportation costs after second day following breakdown (not to exceed $15 per day)..........+ ____________

7) Dealer-added options..+ ____________

8) Amount paid to dealer for warranty repairs.............................+ ____________

9) Other incidental costs (list here: ______________________________)....+ ____________

* PART A TOTAL (Add the amounts on the above 9 lines)...........* ____________

10) Amount already received from dealer to resolve dispute................ ____________

11) Use Allowance (See box at bottom of page and fill in amount here).......+ ____________

12) Overallowance or "Dealer Discount" (only if listed clearly on purchase documents)...+ ____________

* PART B TOTAL (Add the amounts on the above 3 lines)...........* ____________

PART A TOTAL .... ____________

\- PART B TOTAL (subtract B from A)..........- ____________

** SUBTOTAL FOR A & B.......................** ____________

SEE INSTRUCTIONS BEFORE COMPLETING THIS PART. PLEASE NOTE: YOU WILL ONLY RECEIVE A PORTION OF THESE PAYMENTS. THIS IS ONLY AN ESTIMATE OF THE REPURCHASE AMOUNT.

13) Cost of Property Damage Liability, Collision, & Comprehensive Insurance.. ____________

14) Cost of Credit Life, Credit Accident and Health Insurance...............+ ____________

15) Cost of any service contract or extended warranties.....................+ ____________

* PART C TOTAL (Add the amounts on the above 3 lines)...........* ____________

SUBTOTAL FOR A & B........................ ____________

\+ PART C TOTAL...............................+ ____________

*** TOTAL ESTIMATED REPURCHASE PRICE.......*** ____________

USE ALLOWANCE: Use the work space below to figure your estimated use allowance.

________	-	________	-	________	=	________	x	.15	= $ ________
mileage now		mileage at your purchase		miles driven during dealer repair		miles driven		cents	use allowance

SECTION VII

1. Is this your first request for used car arbitration for this vehicle? ____Yes ____No

If NO, use a separate sheet of paper to detail what happened with your previous request for arbitration. Include your previous case number.

SECTION VIII THIS IS OPTIONAL. PLEASE TYPE OR WRITE LEGIBLY ON A SEPARATE PIECE OF PAPER A STATEMENT IN YOUR OWN WORDS LISTING BY DATE, YOUR PROBLEMS WITH THE VEHICLE. INCLUDE ANY OTHER RELEVANT INFORMATION AS WELL.

SECTION IX

I HEREBY REQUEST THAT THE STATE ARBITRATE MY USED VEHICLE CASE. I CERTIFY THAT THE DEALER HAS NOT YET GIVEN ME A REFUND AND THAT ALL STATEMENTS MADE IN CONNECTION WITH THIS REQUEST FOR ARBITRATION ARE TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS DOCUMENT AND ITS ATTACHMENTS ARE PUBLIC RECORDS.

SIGNED____________________ DATE____________________

If an attorney or other person is going to represent you, fill in below:

NAME____________________ FIRM____________________

ADDRESS____________________

CITY____________________STATE________ZIP__________TELEPHONE____________________

Do you want correspondence from our office sent to ____you or ____your representative.

CHECKLIST OF WHAT TO INCLUDE WHEN FILING YOUR FORM:

You must include FOUR sets which include clear copies of EACH of the following:
NOTE: YOUR CASE WILL NOT BE REVIEWED AND WILL BE SENT BACK TO YOU IF YOU DO NOT SEND FOUR SEPARATE PACKETS. DO NOT SEND ORIGINAL DOCUMENTS.

___o request for arbitration form
___o motor vehicle registration
___o motor vehicle purchase contract or bill of sale
___o dealer's Used Car warranty
___o bills to prove costs of every item claimed in section VI
___o all motor vehicle service contracts and verification of payments
___o all receipts for payment to the dealer for warranty repairs
___o the financing agreement, if any
___o any credit insurance policy and verification of payments
___o any motor vehicle insurance policy and verification of charges and payments made for each coverage provided under that policy
___o all warranty repair receipts
___o all receipts for towing charges and alternative transportation charges related to the defect

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RETURN 4 COPIES OF THIS COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

USED VEHICLE ARBITRATION PROGRAM
EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION
ONE ASHBURTON PLACE, ROOM 1411
BOSTON, MA 02108

ANY QUESTIONS? CALL 617-727-5095.